



PACT Bond Program Application

Name of Applicant

(please indicate the legal name of your organization)

☐ Corporation

☐ Not-For-Profit

☐ Charitable

☐ Partnership /
Individual

Mailing Address

Province

City
Postal Code

Website

Contact Person

Business () -

Position

Mobile () -

Email

Has the applicant declared bankruptcy or been in receivership in the past 5 years?

☐ No ☐ Yes

Is the applicant in default on any loans or bank covenants?

☐ No ☐ Yes

Is the applicant in arrears with any government agency or body?

☐ No ☐ Yes

Has the applicant ever been in default with the CAEA in the past 5 years?

☐ No ☐ Yes

Are there any judgements, suits or claims outstanding against the applicant?

☐ No ☐ Yes

Did you have performance interruption insurance prior to the pandemic sufficient to cover actor wages and overhead costs?

☐ No ☐ Yes

Are you currently up to date with your wage obligations to CAEA members?

☐ No ☐ Yes

What is the value of your current credit facilities (operating lines of credit) and what is the current usage?

☐ No ☐ Yes

Do you have sufficient cash set aside to pay two weeks' worth of wages to the Actors you are currently engaging, independent of anticipated revenues from productions?

☐ No ☐ Yes

Has applicant's charitable status ever been suspended or revoked? ☐ Not Applicable

☐ No ☐ Yes

If 'yes' to any of the above questions, please explain:

Type of Bond Required

☐ Project Bond

Amount Required *

\$

☐ Peak Bond

Amount Required *

\$

** bonds are issued with a minimum amount of \$18,000 for a 12-month duration*

Period of Bond:

From: (dd-mm-yyyy)

To: (dd-mm-yyyy)

Auditor or

Accounting Firm

☐ Not Applicable

Tel. () -

Contact Person

Email

Law Firm

☐ Not Applicable

☐ Board Member

(In-Kind Services)

Telephone () -

Contact Person

Email

Bank Institution

Telephone () -

Contact Person

Telephone

Please include the following with your application:



1. Your latest complete financial statement ☐ Attached
2. Your annual operating budget for the current fiscal year ☐ Attached
3. A Production Schedule for all productions in the next 12 months ☐ Attached

Consent To Surety's Obtaining Information

The undersigned acknowledges that any personal information provided in connection with the insurance applied for, including but not limited to the information contained in this Application, has been collected in accordance with all applicable privacy legislation. The undersigned confirms that all necessary consents have been obtained for the collection, use, and disclosure of such information for the purposes of any investigation and inquiry in connection with this Application for insurance and, if applicable, investigating and settling claims, detecting and preventing fraud, and acting as required or authorized by law.

Indemnity Agreement

The undersigned have applied to Trisura Guarantee Insurance Company (the "Surety") for certain surety bonds (the "Bonds"). In consideration of the issuance of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The undersigned warrants that the statements made in connection with this application for Bonds are true and undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay in connection with any bonds.
2. The undersigned undertake to pay to the Surety the initial premium, including any additional or other premium, for the issuance of any Bonds, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned and thereafter.
3. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
4. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
5. All of the terms and conditions of the present agreement are for the benefit of any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.

This agreement is made under, and shall be interpreted in accordance with, the laws in force in the Province of Ontario.

Completed By		Position	
<input type="checkbox"/> I have the authority to sign this application and bind the applicant according to the foregoing terms			
Date (dd-mm-yyyy)		Authorized Signing Officer	_____